

## CHAPTER XXIV

### BILLS OF SALE

WHERE money is lent on security of goods, the goods can be transferred to the lender until the money is repaid—in other words, the goods are "pawned," or the borrower retains the possession of the goods but transfers the ownership of them to the lender, so that if the money is repaid, the lender will re-transfer the property in the goods to the borrower, and if it is not repaid, the borrower shall give up the goods themselves to the lender who already possesses the title or property in them.

This latter instrument is called a bill of sale; it has to be made out in a special form and comply with the requirements of special Acts of Parliament.

If it is not made out in accordance with the form in the Schedule to the Bills of Sale Act, 1882, it is not a valid instrument.

The Bills of Sale Acts are very difficult to construe, and the question of their construction has been the subject of many decided cases. So many bills of sale are really capable of being fraudulent and made with the intention of defeating the seizure of goods by a creditor.

The solicitor's clerk, however, is entitled to assume that any client who is asking how to prepare

a bill of sale for execution is acting in a  
*bona fide*  
manner and without any intention to  
defraud.

It is as well—unless special terms are  
to be im-  
ported into the bill of sale (and this is  
dangerous,  
as the law requires the bill of sale to  
conform fairly  
strictly with the form in the Schedule  
to the 1882